IN THE HIGH COURT OF JUDICATURE AT BOMBAY

CIVIL APPELLATE JURISDICTION

SECOND APPEAL NO.656 OF 2003

Shri Gangaram Rambhau Pawar
(since deceased) by L.Rs.,
Smt. Sunita Gangaram Pawar & Ors. ...Appellants

Versus

Shri Ram Kisan Hinge ...Respondent

Shri P.J.Pawar for the Appellants.
Shri N.B.Shah for the Respondent.

CORAM : ABHAY S.OKA, J.
DATED : JULY 10, 2007.

P.C.:

1. Heard learned Advocate appearing for the Appellants. The Respondent is the original Plaintiff. A decree for specific performance of Agreement of Sale dated 18th October, 1989 has been passed by the trial Court in favour of the Respondent. The Appeal preferred by the Appellants for challenging the said decree before the District Court has been dismissed.

2. The submission of the learned Advocate appearing for the Appellant is that the alleged Agreement for Sale was executed on 18th October, 1989 and the notice calling upon the Appellants to perform his part of agreement was belatedly issued on 10th February, 1994. He submitted that though as per the Agreement it was for the Respondent to point out the defects in the title of

the Appellants, the Respondent never pointed out any defect in the title of the Appellants and the Respondent is sought to enforce the Agreement in the year 1994 though the Sale Deed was to be executed within a period of six months from 18th October, 1989.

3. I have considered the submissions made by the learned Advocate for the Appellant. There are concurrent findings of fact on the issue of execution of the Agreement for Sale and the readiness and willingness of the Respondent to perform his part of the contract. On the basis of plain reading of the document, the Appellate Court has recorded a finding that time of six months mentioned in the Agreement was not to be reckoned from the date of the Agreement, but was to be computed from the date on which the title was cleared. In view of the aforesaid findings of fact, no substantial question of law arises. Second Appeal is dismissed with no order as to costs.

JUDGE